

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

ROHO, Inc.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 05-CV-546-GPM
)	
CLEARVIEW HEALTHCARE)	
PRODUCTS AMERICA, INC. and)	
)	
CLEARVIEW HEALTHCARE)	
PRODUCTS, INC.)	<u>JURY TRIAL DEMANDED</u>
)	
Defendants.)	

JUDGMENT ON CONSENT

WHEREAS, Plaintiff, ROHO, Inc. and Defendants, Clearview Healthcare Products of America, Inc. and Clearview Healthcare Products, Inc. have reached an agreement that this Judgment on Consent be entered by this Court, and this Court being fully advised in the premises, does so enter its findings, conclusions, judgment, and order as follows:

1. This Court has jurisdiction over the causes of action and parties in this case pursuant to 28 U.S.C. §§ 1331 and 1338. Venue is proper in the Southern District of Illinois pursuant to 28 U.S.C. §§ 1391(b) and (c).

2. Plaintiff ROHO, Inc. ("ROHO") has a protectable interest in the distinctive trade dress which it incorporates in the cushions, mattresses, and mattress sections which are the subject matter of this lawsuit. The trade dress of the therapeutic cushions, mattresses and mattress sections produced by ROHO include the unique configuration, black color, upstanding cells, and overall appearance ("the ROHO look"), which create a highly recognizable appearance generally recognized in the relevant markets as originating with ROHO. The ROHO look can be

specifically described as including a flexible, flat, black base and rows of upstanding, flexible black cells which, when filled or inflated, form a cushion, mattress or mattress section having a generally black "bubbly" appearance on the top and sides.

3. Defendants Clearview Healthcare Products of America, Inc. ("CLEARVIEW AMERICA") and Clearview Healthcare Products, Inc. ("CLEARVIEW") its subsidiaries, successors and assigns, officers, directors, agents, and employees, or those in consort with them, are permanently enjoined, commencing on the date on which this Judgment on Consent is entered, from manufacturing cushions, cushion components, mattresses and mattress sections which have the ROHO look (i.e., a flexible, flat, black base and rows of upstanding, flexible black cells, which when filled or inflated have a generally black "bubbly" appearance on the top and sides).

4. CLEARVIEW AMERICA and CLEARVIEW, its subsidiaries, successors and assigns, officers, directors, agents, and employees, or those in consort with them, are permanently enjoined, commencing on the date on which this Judgment on Consent is entered, from marketing, advertising, importing, exporting, selling or otherwise distributing therapeutic cushions, mattresses or mattress sections which have the ROHO look (i.e., a flexible, flat, black base and rows of upstanding, flexible black cells, which when filled or inflated have a generally black "bubbly" appearance on the top and sides).

5. CLEARVIEW AMERICA and CLEARVIEW its subsidiaries, successors and assigns, officers, directors, agents, and employees, or those in consort with them, are permanently enjoined, commencing on the date on which this Judgment on Consent is entered, from manufacturing cushions, cushion components, mattresses and mattress sections in the colors black or dark gray or any other color that gives the visual impression of black or dark

gray.. Foam cushions, foam cushion bases, and foam mattress bases are excluded from this condition and may be manufactured and sold in the colors black or dark gray.

6. CLEARVIEW AMERICA and CLEARVIEW, its subsidiaries, successors and assigns, officers, directors, agents, and employees, or those in consort with them are permanently enjoined, commencing on the date on which this Judgment on Consent is entered, from marketing, advertising, importing, exporting, selling or otherwise distributing cushions, mattresses or mattress sections in the colors black or dark gray or any other color that gives the visual impression of black or dark gray. . Foam cushions, foam cushion bases, and foam mattress bases are excluded from this condition and may be manufactured and sold in the colors black or dark gray.

7. CLEARVIEW AMERICA and CLEARVIEW, its subsidiaries, successors and assigns, officers, directors, agents, and employees, and those in consort with them, individually and collectively, are further enjoined, commencing on the date on which this Judgment on Consent is entered, from marketing, advertising, importing, exporting, selling, and/or distributing, as unassembled parts, conformals or bases which are black in color and which can be utilized in the manufacture of cushions, mattresses, or mattress sections which have a flexible, flat, black base and rows of upstanding, flexible, multi-finned, black cells, which when filled or inflated have a generally black "bubbly" appearance on the top and sides.

8. CLEARVIEW AMERICA and CLEARVIEW, its subsidiaries, successors and assigns, officers, directors, agents, and employees, and those in consort with them, individually and collectively, are further enjoined, commencing on the date on which this Judgment on Consent is entered, from marketing, advertising, selling, and/or distributing, as unassembled parts, conformals or bases which are black in color and which can be utilized in

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the manufacture of cushions, mattresses, or mattress sections in the colors black or dark gray or any other color that gives the visual impression of black or dark gray. . Foam cushions, foam cushion bases, and foam mattress bases are excluded from this condition and may be manufactured and sold in the colors black or dark gray.

9. CLEARVIEW AMERICA and CLEARVIEW, its subsidiaries, successors and assigns, officers, directors, agents, and employees, and those in consort with them, individually and collectively, are permanently enjoined, commencing on the date on which this Judgment on Consent is entered, from using photographs, renderings, artwork or any other depiction or likeness of therapeutic cushions, mattresses or mattress sections in the colors black or dark gray or any other color that gives the visual impression of black or dark gray in or on its marketing, advertising, promotional, packaging materials, including, but not limited to, Internet websites, web pages, or any other electronic or digital medium.


10. CLEARVIEW AMERICA and CLEARVIEW, its subsidiaries, successors and assigns, officers, directors, agents, and employees, and those in consort with them, individually and collectively, are permanently enjoined, commencing on the date on which this Judgment on Consent is entered, from providing to their distributors, sales representatives, durable medical equipment dealers, or other third parties any photographs, renderings, artwork or any other depiction or likeness of cushions, mattresses or mattress sections in the colors black or dark gray or any other color that gives the visual impression of black or dark gray in or for use in marketing, advertising, promotional, packaging materials, including, but not limited to, Internet websites, web pages, or any other electronic or digital medium.

11. Each party shall bear its own costs and attorney's fees for this case up to the date

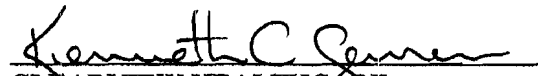
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of the entry of this Judgment on Consent.


January 11, 2006
Date


ROHO, INC
PRESIDENT & CEO
Title

JANUARY 25, 2006
Date

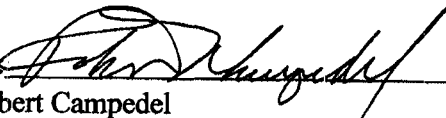

CLEARVIEW HEALTHCARE
PRODUCTS OF AMERICA, INC.
Vice President
Title

JANUARY 25, 2006
Date


CLEARVIEW HEALTHCARE
PRODUCTS, INC.
Attorney in Fact
Title


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Date January 27, 2006

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Date January 11, 2006

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Attorneys for Plaintiff ROHO, Inc.

SO ORDERED:

Date: Feb. 6, 2006

s/ G. Patrick Murphy
Hon. G. Patrick Murphy


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